

Privacy Act Statement. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, dissemination report, copy of political propaganda or other document or information filed with the Attorney General under this act is a public record open to public examination, inspection and copying during the posted business hours of the Registration Unit in Washington, D.C. One copy is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of such documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. Finally, the Attorney General transmits an annual report to the Congress on the Administration of the Act which lists the names of all agents and the nature, sources and content of the political propaganda disseminated or distributed by them. This report is available to the public.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .49 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Criminal Division, U.S. Department of Justice, Washington, D.C. 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, D.C. 20503.

*Furnish this exhibit for EACH foreign principal listed in an initial statement
and for EACH additional foreign principal acquired subsequently.*

1. Name and address of registrant
Brouillard Communications
420 Lexington Avenue, New York, NY 10017

2. Registration No.

4819

3. Name of foreign principal
Australian Meat & Livestock Corporation

4. Principal address of foreign principal
750 Lexington Avenue
New York, NY 10022

5. Indicate whether your foreign principal is one of the following type:

☐ Foreign government

☐ Foreign political party

☒ Foreign or ☐ domestic organization: If either, check one of the following:

☐ Partnership

☐ Committee

☐ Corporation

☐ Voluntary group

☐ Association

☒ Other (specify) **Statutory Corporation**

☐ Individual—State his nationality _____

6. If the foreign principal is a foreign government, state:

a) Branch or agency represented by the registrant.

b) Name and title of official with whom registrant deals.

7. If the foreign principal is a foreign political party, state:

a) Principal address

b) Name and title of official with whom registrant deals.

c) Principal aim

RECEIVED
DEPT. OF JUSTICE
CRIMINAL DIVISION
93 JUN 19 PM 3:19
INTERNAL SECURITY
SECTION
REGISTRATION UNIT

8. If the foreign principal is not a foreign government or a foreign political party,

a) State the nature of the business or activity of this foreign principal

b) Is this foreign principal

Owned by a foreign government, foreign political party, or other foreign principal Yes ☐ No ☒

Directed by a foreign government, foreign political party, or other foreign principal Yes ☐ No ☒

Controlled by a foreign government, foreign political party, or other foreign principal Yes ☐ No ☒

Financed by a foreign government, foreign political party, or other foreign principal Yes ☐ No ☒

Subsidized in whole by a foreign government, foreign political party, or other foreign principal Yes ☐ No ☒

Subsidized in part by a foreign government, foreign political party, or other foreign principal Yes ☐ No ☒

9. Explain fully all items answered "Yes" in Item 8(b). (If additional space is needed, a full insert page may be used.)

Although the Australian Meat and Livestock Corporation ("AMLC") is neither owned, directed, controlled, financed or subsidized by the Government of Australia, the Corporation is constituted by Australian statute. Under the statute, the Australian Minister for Primary Industry and Energy appoints 8 members of the Corporation from a roster of nominees submitted by representatives of the Australian meat industry. A ninth member is appointed by the Minister, has independent authority and does not represent the Government of Australia. The Managing Director is appointed by the Corporation.

The activities of the AMLC, and its relationship with the Government of Australia are described in its most recent Annual Report which is attached hereto as Exhibit A-1.

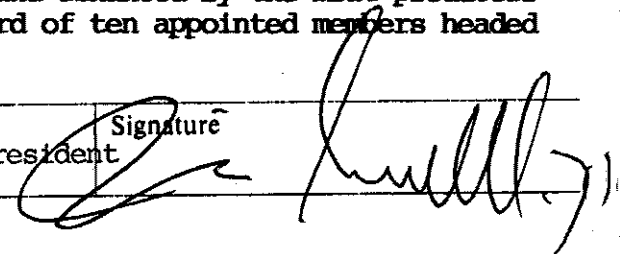
10. If the foreign principal is an organization and is not owned or controlled by a foreign government, foreign political party or other foreign principal, state who owns and controls it.

The Australian Meat and Livestock Corporation is owned and financed by the meat producers and exporters of Australia. Control is vested in a board of ten appointed members headed by an independent chairman.

Date of Exhibit A
June 14, 1993

Name and Title
Jarvis Cromwell, Vice President
Management Supervisor

Signature



INSTRUCTIONS: A registrant must furnish as an Exhibit B copies of each written agreement and the terms and conditions of each oral agreement with his foreign principal, including all modifications of such agreements; or, where no contract exists, a full statement of all the circumstances by reason of which the registrant is acting as an agent of a foreign principal. This form shall be filed in triplicate for each foreign principal named in the registration statement and must be signed by or on behalf of the registrant.

Privacy Act Statement. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, dissemination report, copy of political propaganda or other document or information filed with the Attorney General under this act is a public record open to public examination, inspection and copying during the posted business hours of the Registration Unit in Washington, DC. One copy is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of such documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. Finally, the Attorney General transmits an annual report to the Congress on the Administration of the Act which lists the names of all agents and the nature, sources and content of the political propaganda disseminated or distributed by them. This report is available to the public.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .33 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Criminal Division, U.S. Department of Justice, Washington, DC, 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC, 20503.

Name of Registrant

Name of Foreign Principal

Brouillard Communications

Australian Meat & Live Stock Corporation

Check Appropriate Boxes:

1. ☒ The agreement between the registrant and the above-named foreign principal is a formal written contract. If this box is checked, attach three copies of the contract to this exhibit.
2. ☐ There is no formal written contract between the registrant and foreign principal. The agreement with the above-named foreign principal has resulted from an exchange of correspondence. If this box is checked, attach three copies of all pertinent correspondence, including a copy of any initial proposal which has been adopted by reference in such correspondence.
3. ☐ The agreement or understanding between the registrant and the foreign principal is the result of neither a formal written contract nor an exchange of correspondence between the parties. If this box is checked, give a complete description below of the terms and conditions of the oral agreement or understanding, its duration, the fees and the expenses, if any, to be received.

4. Describe fully the nature and method of performance of the above indicated agreement or understanding.

(see attached)

RECEIVED
DEPT. OF JUSTICE
CRIMINAL DIVISION
93 JUN 18 PM 3:18
INTERNAL SECURITY
SECTION
REGISTRATION UNIT

5. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.

An information kit will be produced to be used as a resource tool for groups that support the foreign principle's goals

A flip chart will be done within the target audience to determine current opinion and gauge support.

A database will be created to track information on decision makers and key influencers.

Direct mail will be used both to communicate positions and enlist support.

A program will be developed to generate press coverage on the foreign principle's positions.

Guest editorials will be solicited from coalition groups to show U.S. support for the foreign principle's positions.

6. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act?¹

Yes ☒ No ☐

If yes, describe all such political activities indicating, among other things, the relations, interests or policies to be influenced together with the means to be employed to achieve this purpose.

The registrant will produce a background information kit about the foreign principle and the United State's Meat Import Act (MIA) for use as a reference tool by U.S. politicians.

The registrant will identify key domestic groups and help them tell decision makers that changes to the MIA are necessary.

advertisements arguing for the foreign principle's position will be strategically placed in key media to reach USIR, USIA, and Congressional leaders.

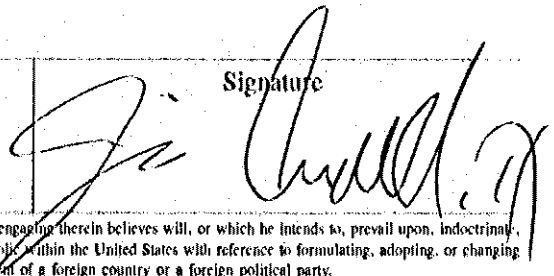
A packet for coalition groups will be assembled, with information steps they can take to reach decision makers who can amend the MIA.

The registrant will attempt to arrange meetings in Washington between coalition members and their Congressional representatives.

Date of Exhibit B
June 14, 1993

Name and Title
Jarvis Cromwell
Vice President
Management Supervisor

Signature



¹Political activity as defined in Section 1(o) of the Act means the dissemination of political propaganda and any other activity which the person engaging therein believes will, or which he intends to, prevail upon, indoctrinate, convert, induce, persuade, or in any other way influence any agency or official of the Government of the United States or any section of the public within the United States with reference to formulating, adopting, or changing the domestic or foreign policies of the United States or with reference to the political or public interests, policies, or relations of a government of a foreign country or a foreign political party.

Document: Exhibit B To Registration Statement

4. The registrant will perform the services customarily performed by an advertising agency in connection with the preparation and placement of advertising. These services will include: making preliminary analyses and evaluations; preparing and presenting advertising and media plans; implementing approved plans through the creation of copy, artwork, scripts, etc.; supervising the production of finished advertising materials and the placement of such materials in the media; and providing account management liaison, coordination, and supervision throughout.

As public relations counsel, the registrant will advise the management of the foreign principle on those public relations aspects of its policies and problems for which advice is sought; develop for approval and implementation plans designed to achieve the company's public relations objectives in those areas in which plans are requested. These may include: industry tradeshow, media relations, special events, corporate newsletters, video presentations, and lobbying; provide professional staff services as may be required to help the foreign principal carry out its publicity programs.

The registrant will be compensated for the performance of its services as follows: the foreign principal will pay the registrant for actual time-of-staff charges incurred each month minus any commissions earned on media and production. The time-of-staff charges will be calculated according to the registrants standard cost accounting practices and will include the following three components: the hourly rate of each registrant employee working on the foreign principal's account, an overhead factor and a reasonable profit.

Additional details can be found in the attached contract.

RECEIVED
DEPT. OF AGRICULTURE
GENERAL INVESTIGATION
DIVISION
JUN 13 PM 3:10
SECTION
REGISTRATION UNIT

Brouillard Communications



Irene A. Hansen
Senior Vice President

Division of
J. Walter Thompson
Company

420 Lexington Avenue
New York, NY 10017

212 867 8300

January 15, 1993 (as of November 11, 1992)

Ms. Frances Cassidy
Chief Executive Officer, Region
of the Americas
Australian Meat & Live-Stock Corporation
750 Lexington Avenue, 17th Floor
New York, NY 10022

Dear Frances:

We are pleased to confirm the terms on which Brouillard Communications, a division of J. Walter Thompson Company (Brouillard), will act as advertising agency and public relations counsel for Australian Meat & Live-Stock Corporation (AMLC) in North America.

Brouillard's Responsibilities and Compensation

1. Brouillard will perform the services customarily performed by an advertising agency in connection with the preparation and placement of advertising. These services will include: making preliminary analyses and evaluations; developing and recommending objectives and strategies; preparing and presenting advertising and media plans; implementing approved plans through the creation of copy, artwork, scripts, etc; supervising the production of finished advertising materials and the placement of such materials in the media; and providing account management liaison, coordination, and supervision throughout. It is understood that all commissionable advertising of AMLC will be placed through Brouillard during the term of its appointment except for the commissionable advertising in Mexico.

2. As public relations counsel, Brouillard will:

(a) Advise the management of AMLC on those public relations aspects of the company's policies and problems for which advice is sought.

(b) Develop for approval and implementation plans designed to achieve the company's public relations objectives in those areas in which plans are requested.

Brouillard Communications



These may include: industry tradeshow, media relations, special events, corporate newsletters, video presentations and lobbying.

(c) Provide professional staff services as may be required to help the company carry out its publicity programs.

3. If requested to do so, Brouillard will also render Additional Services to AMLC including: research services; services in connection with the preparation of collateral materials; direct response advertising services; services in connection with the planning of merchandising programs; sales promotion services and corporate identity programs; and services in connection with product introductions or other projects in Mexico as set forth in Exhibit A, annexed hereto. With respect to the services performed by Mexican agencies, AMLC will enter into agreements directly with each advertising and public relations agency they decide to use and Brouillard shall have no obligation under these agreements or obligations with respect to work done by those operations.

4. Brouillard will be compensated for the performance of its services as follows: AMLC will pay Brouillard for actual time-of-staff charges incurred each month minus any commissions earned on media and production. It is further understood that Brouillard's time-of-staff charges will be calculated according to Brouillard's standard cost accounting practices and will include the following three components: the hourly rate of each Brouillard employee working on the AMLC account, an overhead factor and a reasonable profit.

Operating Procedures

5. In all cases where substantial expenditures by AMLC are involved, Brouillard will obtain AMLC's approval before making commitments. Whenever circumstances permit Brouillard to do so, it will obtain such approvals in writing; if occasional circumstances necessitate that advance approvals be oral, Brouillard will obtain subsequent written confirmations as promptly as practicable.

Brouillard Communications



6. It is understood that AMLC reserves the right to modify, revise, or cancel any plans, schedules, or work; and in the event AMLC notifies Brouillard that AMLC wishes to do so, Brouillard will take steps as promptly as practicable to give effect to AMLC's instructions. In connection with any such action, AMLC agrees to pay Brouillard according to the terms of this agreement for any work done, including any contracts and commitments Brouillard is unable to cancel, and to reimburse Brouillard for any cancellation penalties incurred.

7. Billings to AMLC will be rendered as follows:

(a) Media charges will be billed monthly, under one invoice for each estimate (covering all payments due under that estimate during the following month). Where required, adjusting invoices or credits will be issued after Brouillard has reviewed individual charges from the media.

(b) Production charges will be billed by job, in the entire estimated amount of each job, when work is authorized. When each job is completed, an adjusting invoice or credit will be issued, based on the actual cost of the job. Supporting vendor invoices for all production charges will be available for AMLC's review upon reasonable notice. A revised estimate will be submitted when it appears during the course of a job that the total cost specified in the original estimate will be exceeded by 10% or \$500, whichever is greater.

(c) Incidental out-of-pocket charges will be billed monthly, and appropriate documentation will be available for AMLC's review upon reasonable notice.

(d) Time-of-staff charges will be billed monthly reflecting actual time of staff from previous month minus any commissions earned. Time-of-staff invoices will be accompanied by an activities report describing work done for that month.

(e) Additional Services performed by Brouillard will be billed as specified in paragraphs (a) thru (d) above.

Brouillard Communications



8. It is understood that a basic principle of the AMLC-Brouillard relationship will be that AMLC's funds are to be in Brouillard's hands in time for Brouillard to meet the payment dates of media and suppliers and to earn any cash discounts offered. Accordingly, invoices will be submitted with specified due dates, and AMLC will pay each invoice on or before its due date.

9. In invoicing AMLC, Brouillard will allow the same cash discounts (in dollar amounts) as are granted to Brouillard by media and suppliers. However, it is understood that AMLC is entitled to retain such discounts only when payment is made on or before the invoice due date, and provided that there is no overdue indebtedness at the time of payment. In the event that payment is not made in this manner, Brouillard will charge back to AMLC any discounts allowed.

10. Brouillard will charge AMLC a late payment penalty on overdue accounts of one (1) percent over the current prime lending rate quoted in the Money Rates Table appearing in The Wall Street Journal. However, in no event shall the late payment penalty exceed the maximum rate allowed by applicable state law. Each month Brouillard will bill and AMLC will pay such a late payment penalty on any overdue and unpaid balance from the previous month. For the purposes of this paragraph, the prime lending rate for each month will be the rate quoted on the first business day of such month.

11. Since Brouillard may in some circumstances be required to make substantial commitments on behalf of AMLC, for which payment will sometimes not be due for a considerable period, it is understood that Brouillard reserves the right in any such circumstances to require full or partial payment prior to commitment, or such other arrangements assuring payment as are, in the judgment of Brouillard, appropriate or advisable under the circumstances. In the event that such payments are requested by Brouillard, Brouillard shall deposit such funds in an interest-bearing bank account and any interest earned thereon shall be paid to AMLC subsequent to disbursement by Brouillard of such funds in accordance with the commitment.



Miscellaneous

12. Except for media space and time that Brouillard purchases as principal to carry AMLC advertising, purchases of materials, services, and rights on behalf of AMLC will be made by Brouillard as agent for AMLC and, as between AMLC and Brouillard, the materials, services, and rights so acquired will be the property of AMLC, provided that such materials, services, and rights have been paid for by AMLC in accordance with this agreement.

13. It is understood that any plans or ideas developed by Brouillard, including layouts, storyboards, and the like, will remain its property (regardless of whether any embodiment of the plans or ideas is in the possession of AMLC), unless and until incorporated into advertising materials and published or broadcast during the term of Brouillard's appointment, or otherwise paid for as provided in this agreement at which time the advertising materials published or broadcast will become the property of AMLC.

14. It will be the responsibility of Brouillard to make certain that the necessary contracts or releases have been obtained with or from those whose names, likenesses, testimonials, scripts, musical compositions, or similar materials or rights are used in AMLC advertising or other materials prepared under this agreement, and Brouillard agrees to indemnify AMLC against any liabilities and expenses (including reasonable attorneys' fees) AMLC may incur as a result of claims and/or proceedings relating to libel, slander, defamation, invasion of privacy, piracy, plagiarism, idea misappropriation, and infringement of copyright, property right (other than trademark), title or slogan.

15. It is understood that Brouillard cannot undertake to verify facts supplied to it by AMLC, or factual matters included in material prepared by Brouillard and approved by AMLC. It will thus be the responsibility of AMLC to review all materials prepared under this agreement to confirm the accuracy and legality of the descriptions and depictions of AMLC products and services, as well as any competitive products or services described or depicted. AMLC agrees to indemnify and hold harmless Brouillard from and against any

Brouillard Communications



and all liabilities and expenses (including reasonable attorneys' fees) which Brouillard may incur as a result of claims or proceedings relating to information or materials furnished or approved by AMLC or its representatives for use or release by Brouillard, except for liabilities and expenses attributable solely to Brouillard's negligence or willful misconduct. AMLC further agrees to indemnify and hold harmless Brouillard from and against any expenses (including reasonable attorneys' fees and Brouillard time of staff) Brouillard may incur as a result of claims and/or proceedings relating to false, deceptive, or misleading description, or comparison of AMLC and/or competitive products or services, or in connection with Brouillard's role as AMLC's public relations counsel.

16. Brouillard will endeavor to safeguard AMLC advertising materials in its possession, but it is understood that Brouillard will not be responsible for their loss, damage, or destruction, except where this is due to Brouillard's negligence.

17. Brouillard acknowledges its responsibility, both during and after the term of its appointment, to use all reasonable efforts to preserve the confidentiality of any proprietary information or data developed by Brouillard on behalf of AMLC or disclosed by AMLC to Brouillard.

18. Brouillard agrees that it will retain records and files relating to its dealings on behalf of AMLC with media, production vendors, and other third parties for at least one year after the close of the year in which each particular transaction takes place. Brouillard further agrees that, during the term of its appointment and for one year thereafter, representatives of AMLC may examine such records and files upon reasonable notice and during normal business hours. It is understood that the foregoing does not include Brouillard salary data, overheads and other internal Brouillard costs, or non-billable expenses.



Term and Termination

19. Brouillard's appointment under this agreement will be effective as of October 1, 1992 (with Brouillard's media purchase responsibilities commencing with closing or broadcast dates on and after January 1, 1993), and will continue indefinitely unless and until terminated on 90 days' written notice by either AMLC or Brouillard. The respective rights and responsibilities of AMLC and Brouillard will continue in force during the notice period, including the ordering and billing by Brouillard of space and time in media and the receipt by Brouillard of any commissions and fees earned (regardless of whether the advertising runs during or after the notice period or whether it is created or placed by Brouillard or someone else). Termination of Brouillard's appointment will be effective at the end of the notice period, and, as promptly as practicable:

(a) Brouillard will bill AMLC for all amounts remaining due under this agreement (to the extent it has not done so already) and AMLC will pay such amounts;

(b) Brouillard will ship or deliver to AMLC (or if AMLC prefers, to any successor agency), at AMLC's expense, all materials belonging to AMLC that are in the possession or control of Brouillard;

(c) Brouillard will transfer to AMLC, and AMLC will accept, all rights and obligations under existing contracts or commitments entered into by Brouillard (whether as principal or agent) on behalf of AMLC and with its approval, except that any nontransferable contract or commitment will be carried to completion by Brouillard, and paid for in accordance with the terms of this agreement by AMLC, unless some other mutually acceptable approach is agreed to in writing.

In the event either party determines that Brouillard's appointment should terminate with respect to some, but not all, of AMLC's products, or to some, but not all, of the services being performed by Brouillard, the above procedure will apply on a product-by-product or service-by-service basis.

Brouillard Communications



20. Any dispute involving the termination of Brouillard's appointment under this agreement (including any dispute arising under this agreement and still unresolved between AMLC and Brouillard on the date of termination) will be submitted to arbitration in the City of New York and shall be referred to a single arbitrator to be appointed by the parties in accordance with the rules of the American Arbitration Association, and any arbitral award will be enforceable in accordance with the laws of the State of New York. The costs of any arbitration will be shared equally between Brouillard and AMLC, unless the award provides otherwise.

It is understood that the above terms will be subject to review at the request of AMLC or Brouillard in light of changing business circumstances.

Provided the foregoing meets with the approval of AMLC, please sign and return the enclosed copy of this letter of agreement.

Very truly yours,

BROUILLARD COMMUNICATIONS

By *Lin Hansen*

ACCEPTED:

AUSTRALIAN MEAT & LIVE-STOCK CORPORATION

By _____

Name _____

Title _____

Date _____



Exhibit A

Additional Services

Brouillard's role in AMLC advertising and public relations in Mexico City.

- Brief Mexico City on AMLC needs, on a project basis, and keep them informed of basic AMLC and industry information on an "as needed" basis.
- Review all work provided by Mexico City before it goes to AMLC.
- Interface between Mexico City and AMLC with regard to project progress (present their recommendations or point of view on how to proceed with a given project to AMLC and help them modify recommendations per AMLC).
- Closely supervise work in progress and manage the process according to agreed time and budget parameters.
- Attend certain events and presentations.
- Review all bills before passing them along to AMLC. Interface between Mexico City and AMLC with regard to billing questions or problems.